

A. G. Contract No. KR96 1532TRN  
ADOT ECS File No.: JPA 96-93  
Project: N-900-554/H3219 01C  
Section: Windsor Beach State Park

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
LAKE HAVASU CITY, ARIZONA

THIS AGREEMENT is entered into 16 APR 11, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and LAKE  
HAVASU CITY, ARIZONA, acting by and through its MAYOR AND CITY  
COUNCIL (the "City").

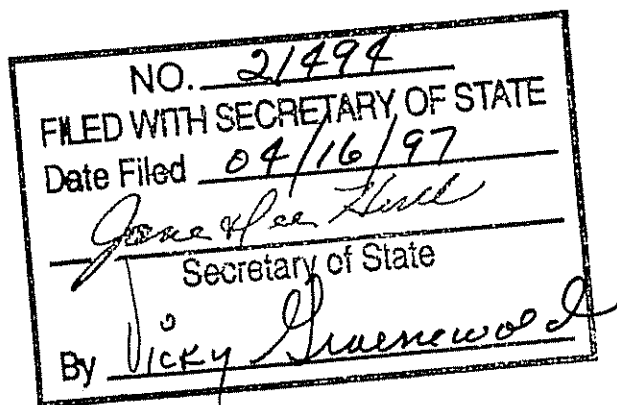
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the City.

3. Incident to improvements to Windsor Beach State Park  
contemplated by the State, it is necessary to construct a new  
main access road and a new special event access road into the  
park. This requires reconstruction of the intersection of London  
Bridge Road @ Industrial Blvd. to serve as the park main access  
point and reconstruction of the intersection of London Bridge  
Road @ Marlboro Drive and reconstruction of an alley between  
London Bridge Road and the park boundary to serve as the park  
special event access point. The City has agreed to maintain the  
improvements after construction by the State.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Acquire 5.18 m (17 feet) of roadway right of way on the west side of London Bridge Road (Sta 1+950.000 to 2+370.000) from the State Parks Board and acquire 5.18 m (17 feet) of roadway right of way on the east side of London Bridge Road (Sta 1+950.000 to 2+117.896 and Sta 2+338.747 to 2+370.000 from the State Land Department in the name of the City, generally in accordance with Exhibit A, which is attached hereto and made a part hereof, all at no cost to the City.

b. Provide design plans, specifications and such other documents and services required for construction bidding and construction, at no cost to the City. Incorporate City review comments.

c. Call for bids and award one or more construction contracts for the work. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the improvements, and for any contractor claims for extra compensation attributable to the State.

d. Upon completion, and with the concurrence of the City, approve and accept the work as complete.

### 2. The City will:

a. By specific language in the City Council resolution approving this agreement, allow the State to acquire the new right of way in the name of the City.

b. Review the design documents and provide comments.

c. In the event City employees issue directives for changes in the work to the State's construction contractor(s) which result in a claim, the City will be responsible for those contractor claims for extra compensation.

d. Upon completion and acceptance by the State, accept the new roadway right of way into the City's street system, and provide maintenance to the improvements. The City agrees to accept those portions of the improvements within the existing City right-of-way from the State as value for permit fees regularly charged by the City.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Lake Havasu City  
City Manager  
1795 Civic Center Blvd.  
Lake Havasu City, AZ 86403

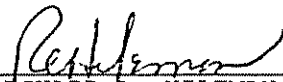
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

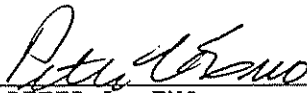
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LAKE HAVASU CITY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By   
RICHARD L. HILEMAN  
Mayor

By   
PETER L. ENO  
Contract Administrator

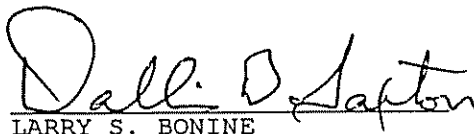
ATTEST

By   
ANN R. SAYNE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 17th day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with the City of Lake Havasu for the purpose of defining responsibilities for the maintenance of improvements to Windsor Beach State Park access roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO. 97-1258

**RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,  
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT  
OF TRANSPORTATION FOR THE ACQUISITION OF RIGHT OF WAY AND  
CONSTRUCTION OF IMPROVEMENTS ON LONDON BRIDGE ROAD, AND  
ACCEPTANCE OF SAME UPON COMPLETION.**

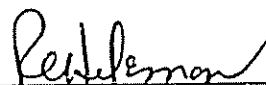
WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for the acquisition of right of way and construction of improvements on London Bridge Road, and acceptance of same upon completion; and

WHEREAS, the purpose of the agreement is to allow the Arizona Department of Transportation to acquire the new right of way in the name of Lake Havasu City, and upon completion and acceptance of the improvements by the Arizona Department of Transportation, for Lake Havasu City to accept the right of way and improvements into the city's street system; and

WHEREAS, the City and the Arizona Department of Transportation have the existing powers pursuant to A.R.S. § 11-951, et. seq;

THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Mayor to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the acquisition of right of way in Lake Havasu City's name and construction of improvements on London Bridge Road, and acceptance of same upon completion;

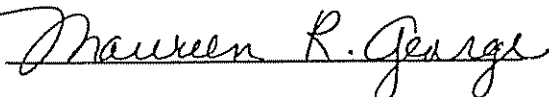
PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this  
12 th day of March, 1997.

APPROVED:   
R. L. Hileman, Mayor

ATTEST:

  
Ann R. Sayne, City Clerk

APPROVED AS TO FORM  
LAKE HAVASU CITY ATTORNEY'S OFFICE:

By: 

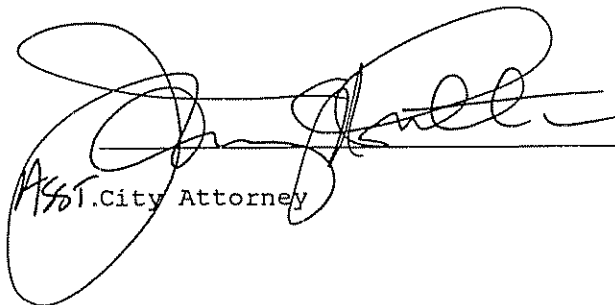
REVIEWED BY:

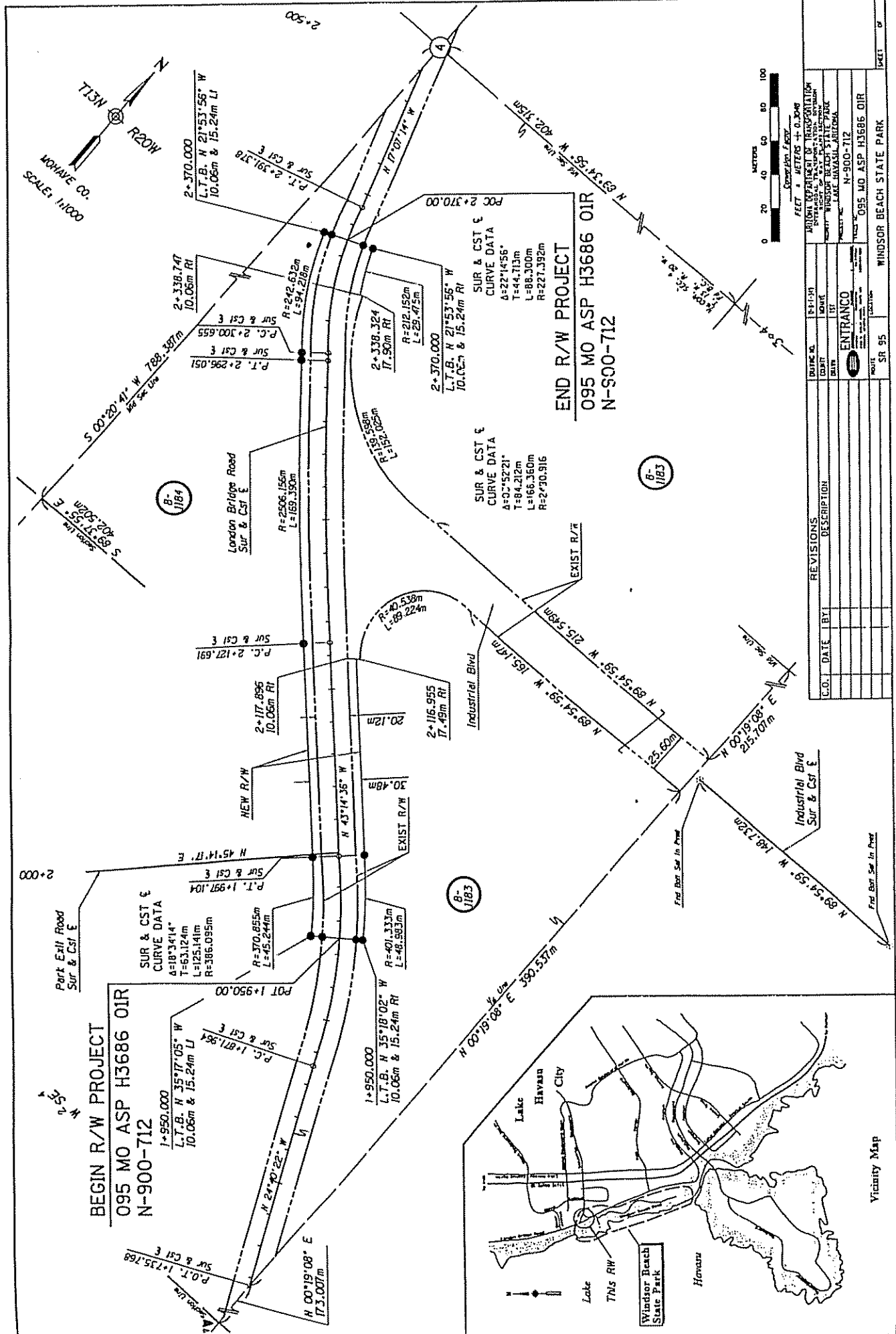
  
Kevin P. Murphy, Public Works Director

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 19<sup>th</sup> day of March, 1996<sup>7</sup> JHE

  
Asst. City Attorney





GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

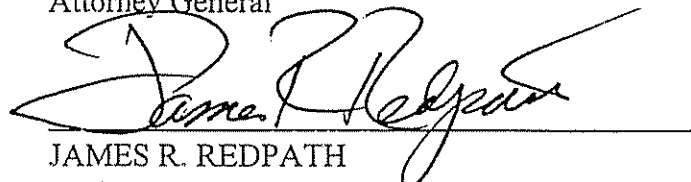
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-1532TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 7, 1997.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:cl/4637